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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12

13 AARON DEQUAN WIGGINS,
14 Plaintiff,
15

16 v.

17 COUNTY OF RIVERSIDE, a
municipal entity; SHERIFF CHAD
18 BIANCO, an individual; and DOES 1-
10, inclusive,
19

20 Defendants.
21

Case No. 5:24-cv-02405-SVW-DTB

**STIPULATED PROTECTIVE
ORDER RE CONFIDENTIAL
DOCUMENTS**

Filed On: 11/12/24

Trial Date: 09/09/25

22 **1. A. PURPOSES AND LIMITATIONS**

23 Discovery in this action is likely to involve production of confidential,
24 proprietary, or private information for which special protection from public disclosure
25 and from use for any purpose other than prosecuting this litigation may be warranted.
26 Accordingly, the parties hereby stipulate to and petition the Court to enter the
27 following Stipulated Protective Order. The parties acknowledge that this Order does
28 not confer blanket protections on all disclosures or responses to discovery and that

1 the protection it affords from public disclosure and use extends only to the limited
2 information or items that are entitled to confidential treatment under the applicable
3 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
4 that this Stipulated Protective Order does not entitle them to file confidential
5 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
6 followed and the standards that will be applied when a party seeks permission from
7 the court to file material under seal.

8 **B. GOOD CAUSE STATEMENT**

9 This action is likely to involve medical records, documents containing private
10 information from third parties, police investigation procedures and tactics, and other
11 confidential and private information for which special protection from public
12 disclosure and from use for any purpose other than prosecution of this action is
13 warranted. Such confidential and proprietary materials and information consist of,
14 among other things, confidential personal information of non-parties, private medical
15 and mental health records, including Plaintiff, Aaron Dequan Wiggins' HIPAA
16 protected medical and mental health care records, internal police reviews and
17 procedures, and other confidential and sensitive information otherwise generally
18 unavailable to the public, or which may be privileged or otherwise protected from
19 disclosure under state or federal statutes, court rules, case decisions, or common law.
20 Defendants contend that there is good cause for a protective order to maintain the
21 confidentiality of peace officer personnel records. They emphasize that releasing
22 these records, which include internal analyses and legal communications, could
23 hinder law enforcement investigations.

24 Accordingly, to expedite the flow of information, to facilitate the prompt
25 resolution of disputes over confidentiality of discovery materials, to adequately
26 protect information the parties are entitled to keep confidential, to ensure that the
27 parties are permitted reasonable necessary uses of such material in preparation for and
28 in the conduct of trial, to address their handling at the end of the litigation, and serve

1 the ends of justice, a protective order for such information is justified in this matter.
2 It is the intent of the parties that information will not be designated as confidential for
3 tactical reasons and that nothing be so designated without a good faith belief that it
4 has been maintained in a confidential, non-public manner, and there is good cause
5 why it should not be part of the public record of this case.

6 **2. DEFINITIONS**

7 2.1 Action: this pending federal lawsuit in *Wiggins v. County of Riverside, et*
8 *al.* (Case No: 5:24-cv-02405).

9 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
10 information or items under this Order.

11 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
12 it is generated, stored or maintained) or tangible things that qualify for protection
13 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
14 Cause Statement.

15 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
16 support staff).

17 2.5 Designating Party: a Party or Non-Party that designates information or
18 items that it produces in disclosures or in responses to discovery as
19 “CONFIDENTIAL.”

20 2.6 Disclosure or Discovery Material: all items or information, regardless of
21 the medium or manner in which it is generated, stored, or maintained (including,
22 among other things, testimony, transcripts, and tangible things), that are produced or
23 generated in disclosures or responses to discovery in this matter.

24 2.7 Expert: a person with specialized knowledge or experience in a matter
25 pertinent to the litigation who has been retained by a Party or its counsel to serve as
26 an expert witness or as a consultant in this Action.

27 2.8 House Counsel: attorneys who are employees of a party to this Action.
28 House Counsel does not include Outside Counsel of Record or any other outside

1 counsel.

2 2.9 Non-Party: any natural person, partnership, corporation, association, or
3 other legal entity not named as a Party to this action.

4 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
5 this Action but are retained to represent or advise a party to this Action and have
6 appeared in this Action on behalf of that party or are affiliated with a law firm which
7 has appeared on behalf of that party, and includes support staff.

8 2.11 Party: any party to this Action, including all of its officers, directors,
9 employees, consultants, retained experts, and Outside Counsel of Record (and their
10 support staffs).

11 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
12 Discovery Material in this Action.

13 2.13 Professional Vendors: persons or entities that provide litigation support
14 services (e.g., photocopying, videotaping, translating, preparing exhibits or
15 demonstrations, and organizing, storing, or retrieving data in any form or medium)
16 and their employees and subcontractors.

17 2.14 Protected Material: any Disclosure or Discovery Material that is
18 designated as “CONFIDENTIAL.”

19 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
20 from a Producing Party.

21 **3. SCOPE**

22 The protections conferred by this Stipulation and its associated Order cover not
23 only Protected Material/Confidential Documents (as defined above), but also (1) any
24 information copied or extracted from Protected Material; (2) all copies, excerpts,
25 summaries, or compilations of Protected Material; and (3) any testimony,
26 conversations, or presentations by Parties or their Counsel that might reveal Protected
27 Material. However, the protections conferred by this Stipulation and its associated
28 Order do *not* cover the following information: (a) any information that is in the public

1 domain at the time of disclosure to a Receiving Party or becomes part of the public
2 domain after its disclosure to a Receiving Party as a result of publication not involving
3 a violation of this Order, including becoming part of the public record through trial or
4 otherwise; and (b) any information known to the Receiving Party prior to the
5 disclosure or obtained by the Receiving Party after the disclosure from a source who
6 obtained the information lawfully and under no obligation of confidentiality to the
7 Designating Party.

8 Any use of Protected Material at trial shall be governed by the orders of the
9 trial judge. This Order does not govern the use of Protected Material at trial.

10 **4. DURATION**

11 Once a case proceeds to trial, all of the information that was designated as
12 confidential or maintained pursuant to this protective order used or introduced as
13 an exhibit at trial becomes public and will be presumptively available to all member
14 of the public, including the press, unless compelling reasons supported by specific
15 factual findings to proceed otherwise are made to the trial judge in advance of the
16 trial. See Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th
17 Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in
18 discovery from “compelling reasons” standard when merits-related documents are
19 part of court record). Accordingly, the terms of this protective order do not extend
20 beyond the commencement of the trial except as designated above.

21 **5. DESIGNATION OF PROTECTED MATERIAL**

22 **5.1. Exercise of Restraint and Care in Designating Material for Protection.**

23 Each Party or non-party that designates information or items for protection
24 under this Stipulation and its associated Order must take care to limit any such
25 designation to specific material that qualifies under the appropriate standards. A
26 Designating Party must take care to designate for protection only those parts of
27 material, documents, items, or oral or written communications that qualify – so that
28 other portions of the material, documents, items or communications for which

1 protection is not warranted are not swept unjustifiably within the ambit of this Order.

2 Mass, indiscriminate, or routine designations are prohibited. Designations that
3 are shown to be clearly unjustified, or that have been made for an improper purpose
4 (e.g., to unnecessarily encumber or retard the case development process, or to impose
5 unnecessary expenses and burdens on other parties), expose the Designating Party to
6 sanctions.

7 If it comes to a Designating Party's attention that information or items that it
8 designated for protection do not qualify for protection, that Designating Party must
9 promptly notify all other Parties that it is withdrawing the inapplicable designation.

10 5.2. Manner and Timing of Designations. Except as otherwise provided in
11 this Order, or as otherwise stipulated or ordered, material that qualifies for protection
12 under this Order must be clearly so designated before the material is disclosed or
13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (apart from transcripts of
16 depositions or other pretrial or trial proceedings, and regardless of whether produced
17 in hardcopy or electronic form), that the Producing Party affix the legend
18 "CONFIDENTIAL: THESE DOCUMENTS ARE SUBJECT TO THE TERMS AND
19 CONDITIONS OF A PROTECTIVE ORDER, Case No. 5:24-cv-02405-SVW-DTB"
20 to each page that contains Protected Material. If only a portion or portions of the
21 material on a page qualifies for protection, the Producing Party also must clearly
22 identify the protected portion(s) (e.g., by making appropriate markings in the margins)
23 and must specify, for each portion that it is "CONFIDENTIAL." The placement of
24 such "CONFIDENTIAL" stamp on such page(s) shall not obstruct the substance of
25 the page's (or pages') text or content and shall be in the margin of the document
26 whenever possible.

27 A Party or Non-Party that makes original documents or materials available for
28 inspection need not designate them for protection until after the inspecting Party has

1 indicated which material it would like copied and produced. During the inspection
2 and before the designation, all of the material made available for inspection shall be
3 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
4 it wants copied and produced, the Producing Party must determine which documents,
5 or portions thereof, qualify for protection under this Order. Then, before producing
6 the specified documents, the Producing Party must affix the “CONFIDENTIAL”
7 legend to each page that contains Protected Material. If only a portion or portions of
8 the material on a page qualifies for protection, the Producing Party also must clearly
9 identify the protected portion(s) (e.g., by making appropriate markings in the
10 margins).

11 (b) for testimony given in depositions that the Designating Party identify the
12 Disclosure or Discovery Material on the record, before the close of the deposition all
13 protected testimony.

14 (c) for information produced in some form other than documentary, and for
15 any other tangible items (including but not limited to information produced on disc or
16 electronic data storage device), that the Producing Party affix in a prominent place on
17 the exterior of the container or containers in which the information or item is stored
18 the legend “CONFIDENTIAL.” If only portions of the information or item warrant
19 protection, the Producing Party, to the extent practicable, shall identify the protected
20 portions, specifying the material as “CONFIDENTIAL.”

21 5.3. Inadvertent Failures to Designate. If timely corrected (preferably,
22 though not necessarily, within 30 days of production or disclosure of such material),
23 an inadvertent failure to designate qualified information or items as
24 “CONFIDENTIAL” does not, standing alone, waive the Designating Party’s right to
25 secure protection under this Stipulation and its associated Order for such material.

26 If material is appropriately designated as “CONFIDENTIAL” *after* the material
27 was initially produced, the Receiving Party, on timely notification of the designation,
28 must make reasonable efforts to assure that the material is treated in accordance with

1 this Stipulation and its associated Order.

2 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

3 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
4 designation of confidentiality at any time that is consistent with the Court's
5 Scheduling Order.

6 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
7 resolution process under Local Rule 37.1 *et seq.*

8 6.3. The burden of persuasion in any such challenge proceeding shall be on
9 the Designating Party. Frivolous challenges, and those made for an improper purpose
10 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
11 expose the Challenging Party to sanctions. Unless the Designating Party has waived
12 or withdrawn the confidentiality designation, all parties shall continue to afford the
13 material in question the level of protection to which it is entitled under the Producing
14 Party's designation until the Court rules on the challenge.

15 6.4. Withdrawal of "CONFIDENTIAL" Designation. At its discretion, a
16 Designating Party may remove Protected Material/Confidential Documents from
17 some or all of the protections and provisions of this Stipulation and its associated
18 Order at any time by any of the following methods:

19 (a) Express Written Withdrawal. A Designating Party may withdraw a
20 "CONFIDENTIAL" designation made to any specified Protected Material
21 /Confidential Documents from some or all of the protections of this Stipulation and
22 its associated Order by an express withdrawal in a writing signed by such Party (or
23 such Party's Counsel, but not including staff of such Counsel) that specifies and
24 itemizes the Disclosure or Discovery Material previously designated as Protected
25 Material/Confidential Documents that shall no longer be subject to all or some of the
26 provisions of this Stipulation and Order. Such express withdrawal shall be effective
27 when transmitted or served upon the Receiving Party. If a Designating Party is
28 withdrawing Protected Material from only some of the provisions/ protections of this

1 Stipulation and Order, such Party must state which specific provisions are no longer
2 to be enforced as to the specified material for which confidentiality protection
3 hereunder is withdrawn: otherwise, such withdrawal shall be construed as a
4 withdrawal of such material from all of the protections/provisions of this Stipulation
5 and Order;

6 (b) Express Withdrawal on the Record. A Designating Party may withdraw
7 a “CONFIDENTIAL” designation made to any specified Protected
8 Material/Confidential Documents from all of the provisions/protections of this
9 Stipulation and its associated Order by verbally consenting in court proceedings on
10 the record to such withdrawal – provided that such withdrawal specifies the
11 Disclosure or Discovery Material previously designated as Protected Material/
12 Confidential Documents that shall no longer be subject to any of the provisions of this
13 Stipulation and Order. A Designating Party is not permitted to withdraw Protected
14 Material from only some of the protections/provisions of this Stipulation and Order
15 by this method;

16 (c) Implicit Withdrawal by Publication or Failure to Oppose Challenge. A
17 Designating Party shall be construed to have withdrawn a “CONFIDENTIAL”
18 designation made to any specified Protected Material/Confidential Documents from
19 all of the provisions/protections of this Stipulation and Order by either (1) making
20 such Protected Material/Confidential Records part of the public record – including
21 but not limited to attaching such as exhibits to any filing with the court without
22 moving, prior to such filing, for the court to seal such records; or (2) failing to timely
23 oppose a Challenging Party’s motion to remove a “CONFIDENTIAL” designation to
24 specified Protected Material/Confidential Documents. Nothing in this Stipulation and
25 Order shall be construed so as to require any Party to file Protected
26 Material/Confidential Documents under seal, unless expressly specified herein.

27 **7. ACCESS TO AND USE OF PROTECTED MATERIAL.**

28 7.1. Basic Principles. A Receiving Party may use Protected Material that is

1 disclosed or produced by another Party or by a non-party in connection with this case
2 only for preparing, prosecuting, defending, or attempting to settle this litigation – up
3 to and including final disposition of the above-entitled action – and not for any other
4 purpose, including any other litigation or dispute outside the scope of this action.
5 Such Protected Material may be disclosed only to the categories of persons and under
6 the conditions described in this Stipulation and its associated Order. When the above
7 entitled litigation has been terminated, a Receiving Party must comply with the
8 provisions of section 13, below (FINAL DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a
10 location and in a secure manner that ensures that access is limited to the persons
11 authorized under this Stipulation and its Order.

12 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless
13 otherwise ordered by the Court or permitted in writing by the Designating Party, a
14 Receiving Party may disclose any information or item designated CONFIDENTIAL
15 only to:

16 (a) the Receiving Party’s Outside Counsel of record in this action, as well
17 as employees of such Counsel to whom it is reasonably necessary to disclose the
18 information for this litigation;

19 (b) the Receiving Party and the officers, directors, and employees (including
20 House Counsel) of the Receiving Party to whom disclosure is reasonably necessary
21 for this litigation – each of whom, by accepting receipt of such Protected Material,
22 thereby agree to be bound by this Stipulation and Order;

23 (c) Experts (as defined in this Stipulation and Order) of the Receiving Party
24 to whom disclosure is reasonably necessary for this litigation – each of whom, by
25 accepting receipt of such Protected Material, thereby agree to be bound by this
26 Stipulation and Order;

27 (d) court reporters, their staffs, and Professional Vendors to whom
28 disclosure is reasonably necessary for this litigation – each of whom, by accepting

1 receipt of such Protected Material, thereby agree to be bound by this Stipulation and
2 Order;

3 (e) during their depositions, witnesses in the action to whom disclosure is
4 reasonably necessary – each of whom, by accepting receipt of such Protected
5 Material, thereby agree to be bound by this Stipulation and Order. Pages of
6 transcribed deposition testimony or exhibits to depositions that reveal Protected
7 Material must have a confidential designation affixed by the court reporter to such
8 pages containing Protected Material and such may not be disclosed to anyone except
9 as permitted under this Stipulation and its Protective Order.

10 (f) the author or custodian of a document containing the information that
11 constitutes Protected Material, or other person who otherwise possessed or knew the
12 information.

13 (g) any mediator or settlement officer, and their supporting personnel,
14 mutually agreed upon by any of the parties engaged in settlement discussions.

15 7.3. Notice of Confidentiality. Prior to producing or disclosing Protected
16 Material/Confidential Documents to persons to whom this Stipulation and its Order
17 permits disclosure or production (see section 8.2, *supra*), a Receiving Party shall
18 provide a copy of this Stipulation and Order to such persons so as to put such persons
19 on notice as to the restrictions imposed upon them herein: except that, for court
20 reporters, Professional Vendors, and for witnesses being provided with Protected
21 Material during a deposition, it shall be sufficient notice for Counsel for the Receiving
22 Party to give the witness a verbal admonition (on the record, for witnesses) regarding
23 the provisions of this Stipulation and its Order and such provisions' applicability to
24 specified Protected Material at issue.

25 7.4. Reservation of Rights. Nothing in this Stipulation and Order shall be
26 construed so as to require any Producing Party to designate any records or materials
27 as "CONFIDENTIAL." Nothing in this Stipulation and Order shall be construed so
28 as to prevent the admission of Protected Material into evidence at the trial of this

1 action, or in any appellate proceedings for this action, solely on the basis that such
2 Disclosure or Discovery Material has been designated as Protected
3 Material/Confidential Documents. Notwithstanding the foregoing, nothing in this
4 Stipulation and Order shall be construed as a waiver of any privileges or of any rights
5 to object to the use or admission into evidence of any Protected Material in any
6 proceeding; nor shall anything herein be construed as a concession that any privileges
7 asserted or objections made are valid or applicable. Nothing in this Stipulation and
8 Order shall be construed so as to prevent the Designating Party (or its Counsel or
9 custodian of records) from having access to and using Protected Material designated
10 by that Party in the manner in which such persons or entities would typically use such
11 materials in the normal course of their duties or profession – except that the waiver of
12 confidentiality provisions shall apply (see section 6.4(c), *supra*).

13 7.5. Requirement to File Confidential Documents Under Seal. Confidential
14 Documents may be submitted in all law and motion proceedings before the Court if
15 done so under seal pursuant to Federal Rules of Civil Procedure 5.2 and 26 and/or
16 United States District Court, Central District of California Local Rules 79-5.1 and 79-
17 5.2 (as applicable) and pursuant to the provisions of this Stipulation and any
18 associated Order. If any Receiving Party attaches any Confidential Documents to any
19 pleading, motion, or other paper to be filed, lodged, or otherwise submitted to the
20 Court, such Confidential Document(s) shall be filed/lodged under seal pursuant to
21 Federal Rules of Civil Procedure 5.2 and 26 and/or United States District Court,
22 Central District of California Local Rules 79-5.1 and 79-5.2 to the extent applicable.

23 However, this paragraph (§ 7.5) shall not be construed so as to prevent a
24 Designating Party or counsel from submitting, filing, lodging, or publishing any
25 document it has previously designated as a Confidential Document without
26 compliance with this paragraph's requirement to do so under seal (i.e., a producing-
27 disclosing party or counsel may submit or publish its own Confidential Documents
28 without being in violation of the terms of this Stipulation and its Protective Order).

Furthermore, a Receiving Party shall be exempted from the requirements of this paragraph as to any specifically identified Confidential Document(s) where – prior to the submission or publication of the Confidential Document(s) at issue – the Designating Party of such specifically identified Confidential Document(s) has waived/withdrawn the protections of this Stipulation and its Order (pursuant to paragraph 6.4, *supra*).

A Receiving Party shall also be exempt from the sealing requirements of this paragraph (§ 7.5) where the Confidential Documents/Protected Material at issue is/are **not** documents, records, or information regarding or incorporating:

- (1) private, personal information contained in peace officer personnel files (such as social security numbers, driver’s license numbers or comparable personal government identification numbers, residential addresses, compensation or pension or personal property information, credit card numbers or credit information, dates of birth, tax records and information, information related to the identity of an officer’s family members or co-residents, and comparable personal information about the officer or his family);
- (2) Plaintiff, Aaron Dequan Wiggins’ HIPAA protected medical and mental health care records;
- (2) any internal affairs or comparable investigation by any law enforcement agency into alleged officer misconduct; and/or
- (3) the medical records or records of psychiatric or psychological treatment of any peace officer or party to this action.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION.

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party must:

1 (a) promptly notify in writing the Designating Party, preferably (though not
2 necessarily) by facsimile or electronic mail. Such notification shall include a copy of
3 the subpoena or court order at issue;

4 (b) promptly notify in writing the party who caused the subpoena or order to
5 issue in the other litigation that some or all of the material covered by the subpoena
6 or order is subject to this Stipulation and its Protective Order. Such notification shall
7 include a copy of this Stipulation and its Protective Order; and

8 (c) cooperate with respect to all reasonable procedures sought to be pursued
9 by all sides in any such situation, while adhering to the terms of this Stipulation and
10 its Order.

11 If the Designating Party timely seeks a protective order, the Party served with
12 the subpoena or court order shall not produce any information designated in this action
13 as “CONFIDENTIAL” before a determination by the court from which the subpoena
14 or order issued, unless the Party has obtained the Designating Party’s permission. The
15 Designating Party shall bear the burden and expense of seeking protection in that court
16 of its confidential material – and nothing in these provisions should be construed as
17 authorizing or encouraging a Receiving Party in this action to disobey a lawful
18 directive from another court.

19 The purpose of this section is to ensure that the affected Party has a meaningful
20 opportunity to preserve its confidentiality interests in the court from which the
21 subpoena or court order issued.

22 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
23 **PRODUCED IN THIS LITIGATION**

24 (a) The terms of this Order are applicable to information produced by a Non-
25 Party in this Action and designated as “CONFIDENTIAL.” Such information
26 produced by Non-Parties in connection with this litigation is protected by the
27 remedies and relief provided by this Order. Nothing in these provisions should be
28 construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulation and Order, the Receiving Party must immediately:

- (a) notify in writing the Designating Party of the unauthorized disclosures;
- (b) use its best efforts to retrieve all copies of the Protected Material;

1 (c) inform the person or persons to whom unauthorized disclosures were made
2 of all the terms of this Order; and

3 (d) request such person or persons consent to be bound by the Stipulation and
4 Order.

5 **11. Inadvertent Production of Privileged or Otherwise Protected Material.**

6 When a Producing Party gives notice to Receiving Parties that certain
7 inadvertently produced material is subject to a claim of privilege or other protection,
8 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
9 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
10 may be established in an e-discovery order that provides for production without prior
11 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
12 parties reach an agreement on the effect of disclosure of a communication or
13 information covered by the attorney-client privilege or work product protection, the
14 parties may incorporate their agreement in the stipulated protective order submitted
15 to the court.

16 **12. MISCELLANEOUS**

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
18 person to seek its modification by the Court in the future.

19 12.2 Right to Assert Other Objections. By stipulating to the entry of this
20 Protective Order no Party waives any right it otherwise would have to object to
21 disclosing or producing any information or item on any ground not addressed in this
22 Stipulated Protective Order. Similarly, no Party waives any right to object on any
23 ground to use in evidence of any of the material covered by this Protective Order.

24 12.3 Filing Protected Material. A Party that seeks to file under seal any
25 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
26 only be filed under seal pursuant to a court order authorizing the sealing of the specific
27 Protected Material at issue. If a Party's request to file Protected Material under seal is
28 denied by the court, then the Receiving Party may file the information in the public

1 record unless otherwise instructed by the court.

2 **13. FINAL DISPOSITION.**

3 Unless otherwise ordered or agreed in writing by the Producing Party, within
4 sixty (60) days after the final termination of this action (defined as the dismissal or
5 entry of judgment by the above named court, or if an appeal is filed, the disposition
6 of the appeal), upon written request by the Producing Party, each Receiving Party
7 must return all Protected Material to the Producing Party – whether retained by the
8 Receiving Party or its Counsel, Experts, Professional Vendors, agents, or any non-
9 party to whom the Receiving Party produced or shared such records or information.

10 As used in this subdivision, “all Protected Material” includes all copies,
11 abstracts, compilations, summaries or any other form of reproducing or capturing any
12 of the Protected Material, regardless of the medium (hardcopy, electronic, or
13 otherwise) in which such Protected Material is stored or retained.

14 In the alternative, at the discretion of the Receiving Party, the Receiving Party
15 may destroy some or all of the Protected Material instead of returning it – unless such
16 Protected Material is an original, in which case, the Receiving Party must obtain the
17 Producing Party’s written consent before destroying such original Protected Material.

18 Whether the Protected Material is returned or destroyed, the Receiving Party
19 must submit a written certification to the Producing Party (and, if not the same person
20 or entity, to the Designating Party) within sixty (60) days of the aforementioned
21 written request by the Designating Party that specifically identifies (by category,
22 where appropriate) all the Protected Material that was returned or destroyed and that
23 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
24 summaries or other forms of reproducing or capturing any of the Protected material
25 (in any medium, including but not limited to any hardcopy, electronic or digital copy,
26 or otherwise).

27 Notwithstanding this provision, Counsel are entitled to retain an archival copy
28 of all pleadings, motion papers, transcripts, legal memoranda filed with the court in

1 this action, as well as any correspondence or attorney work product prepared by
2 Counsel for the Receiving Party, even if such materials contain Protected Material;
3 however, any such archival copies that contain or constitute Protected Material remain
4 subject to this Protective Order as set forth in Section 4 (DURATION), above.

5 Any violation of this Order may be punished by any and all appropriate
6 including, without limitation, contempt proceedings and/or monetary sanctions.

7 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

8 DATED: February 25, 2025

**MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP**

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10
11 By: /s/ Kayleigh A. Andersen
12 Eugene P. Ramirez
13 Kayleigh A. Andersen
14 Attorneys for Defendants, County of
15 Riverside and Sheriff Chad Bianco

16 DATED: February 25, 2025

BOHM LAW GROUP

17
18
19 By: /s/ V. James DeSimone
20 V. James DeSimone
21 Melika Amini
22 Attorneys for Plaintiff, Aaron Dequan
23 Wiggins
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full
name], of _____ [print or type full address], declare
under penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Central
District of California on _____ [date] in the case of ***Aaron Dequan Wiggins***
v. County of Riverside, et al., Case No. 5:24-cv-02405-SVW-DTB. I agree to
comply with and to be bound by all the terms of this Stipulated Protective Order and
I understand and acknowledge that failure to so comply could expose me to sanctions
and punishment in the nature of contempt. I solemnly promise that I will not disclose
in any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of this
Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print
or type full name] of _____ [print or type
full address and telephone number] as my California agent for service of process
in connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

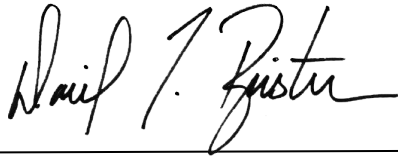
City and State where sworn and signed: _____

Printed name: _____

Signature: _____

1
2 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

3
4 DATED: February 25, 2025
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9 HON. DAVID T. BRISTOW
United States Magistrate Judge